

1882-033 Chancery Causes: James F. Jones vs. Sarah Ward &  
Lee Co.

Riddle, Hyatt

CA-Debt  
T-Property

To, the Hon Jno A Kelly Judge of  
the Circuit Court of Lee County.

Humbly complaining sheweth  
unto your honor your orator James  
A. Jones, that heretofore to wit; on  
the      day of      18 your orator  
executed a forthcoming bond as  
surety for, and together with Sarah  
& Jonathan Ward to Henry C  
Slump for sixteen hundred and  
sixty four dollars and ninety cents  
but to be discharged by the payment  
of Eight hundred and thirty two  
dollars and forty five cents with  
interest from the 25<sup>th</sup> day of September  
1873; This forthcoming bond was executed  
in satisfaction of an execution issued  
on a decree in favor of said Slump  
against said Sarah & Jonathan  
Ward in the chancery cause of H.  
C Slump vs Sarah & Jonathan Ward  
brought to enforce the payment of  
a balance of purchase money due  
upon a tract of land theretofore  
sold by said Slump to said Wards  
upon which the same was a lien



Your orator further represents that the said Wards permitted the said forthcoming bond to be forfeited and on the 23<sup>rd</sup> day of March 1874 a judgment was obtained ~~thereon~~ against them & your orator for the amount of the bond ~~but~~ to be discharged by the payment of Eight hundred and thirty two &  $\frac{45}{100}$  dollars with interest thereon from the 25<sup>th</sup> day of September 1873 and \$4 <sup>64</sup>/<sub>100</sub> costs.

Your orator alleges that upon this judgment execution was issued and your orator was compelled to pay and did pay as surety for the said Wards to the said Clerk the following sums of money viz: One hundred and forty Eight dollars paid August 25<sup>th</sup> 1875; Three hundred and Eighty dollars and ten cents paid October 14<sup>th</sup> 1875; Eighty six dollars & thirty two cents paid September 16<sup>th</sup> 1876



One hundred and sixty six and  
 $\frac{13}{100}$  Dollars paid to P. Hagan for  
said Sump January 29<sup>th</sup> 1878.

Your orator further charges that  
the said Jonathan Sarah Ward  
have not paid your orator the  
said sums of money or any  
part thereof\* and <sup>after deducting said credits</sup> that the <sup>balance</sup> remains  
wholly due <sup>and unpaid</sup>

Your orator further represents  
unto your honor that on the day  
of 18 your orator purchased  
a tract of land from Sarah and  
Jonathan Ward lying in Turkey  
Cove Lee County Va. for the sum  
of Seven hundred dollars payable  
in three Equal installments of Two  
hundred and thirty three dollars  
and thirty three cents each ~~for which~~  
~~your orator executed his notes under~~  
~~seal~~ upon which he has made the  
following payments; Forty seven dol-  
lar paid to Sump for Wards Janu-  
ary 1<sup>st</sup> 1872; Twenty seven dollars  
and ninety five cents amount of a  
note executed to your orator as

\* Except the sum of \$116.13 paid by Sarah Ward about January 1878 and \$2572 paid February 1879.



administrator of Mary Jones by A.  
H. Spears and J. M. Ward and  
accepted by Wards as a payment,  
March 4<sup>th</sup> 1872; One dollar and  
sixty two cents amount of a  
note executed by Sarah and  
Jonathan Ward to your orator  
as adm<sup>r</sup> of Mary Jones & accepted  
by said Wards as a payment  
March 4<sup>th</sup> 1872; Three hundred  
and twenty two dollars and forty  
five cents amount of a note  
Executed to your orator as Adm<sup>r</sup>,  
of Mary Jones by Jonathan and  
Sarah Ward with William Coomer  
as surety and likewise accepted  
as a payment <sup>March 4<sup>th</sup> 1872, subject to a credit of</sup> Twelve dollars  
and sixty cents paid January 1<sup>st</sup> 1873

Your orator charges that he is  
entitled to be subrogated to the lien  
of H. C. Slomp on the tract of land  
sold by him to Wards for the sum  
of money he <sup>(your orator)</sup> has paid as surety  
for said Wards to said Slomp  
and that he is entitled to have



the said tract of land sold  
to pay the same,

Your orator alleges that he is  
willing to allow the said Wards  
a credit upon the sum he has  
paid Slump as their surety,  
for any balance that remains  
due upon the purchase by  
Your orator of the tract of land  
from them after deducting the  
payments hereinbefore set out;  
but he charges that the amount  
he has paid as surety for them  
to Slump largely overruns the  
balance due upon your orator's  
purchase, an account of  
which together with the whole trans-  
action between them and your orator  
is filed as part hereof marked  
"Exhibit 1", showing a balance  
due your orator as of date of,  
date June 20<sup>th</sup> 1879 of Three hundred  
and sixty six dollars and ninety-  
four cents. Your orator further  
represents unto your honor that  
he has endeavored at divers times



without success, to procure a settlement with said Wards and get them to pay him the balance due as aforesaid; but they have persistently refused to settle or pay your orator anything and he is therefore compelled to resort to a court of Equity to have his account settled & payment of balance due him enforced by your honor.

Your orator files a particular description of the tract of land purchased by said Wards from Sleepy as part hereof marked "Exhibit 2" and alleges that the same will not rent for a sufficient sum in five years to pay your orator's debt interest, costs of suit and expense of sale.

The premises considered the prayer of your orator is that Jonathan Ward & Sarah Ward be made parties defendant to this



bill and answer its allegations  
on oath, that if deemed necessa-  
ry your honor direct an account  
to ascertain exactly what sum  
said Wards are due your orator  
on account of money paid  
H. C. Sleep as their surety, that  
the same be declared a lien  
upon the tract of land sold  
by said Sleep to them, that  
your orator be subrogated to  
all the rights of said Sleep  
as against said Wards or the  
said land; that the said  
tract of land or so much thereof  
as may be necessary be sold  
to pay the same, and if in  
any wise mistaken specially  
he prays generally for such  
other further and general relief  
as his cause merits in a court  
of Equity.

May Comwllths Writ of Spa issue &c

Alexr Morgan  
P. G.



On ch<sup>g</sup> 4.75 July 1881  
By att<sup>n</sup> 1.31

A 15.00  
S 1.00  
Com 8.00 (paid on)  
Each Cost 2.50  
30.75

James F. Jones

vs  $\frac{3}{4}$  Bill Chey

Sarah & Jonathan Ward

1880 July Bill Filed & heard.  
Executed + Costs.

" Aug. Alias & awarded same

" 10th Decr Bill & costs 2 A.

" Decr. D. N. Confirmed for hear-  
ing by Cliff.

881 Mr. Deane + costs D.

" Aug. Deane + continued

1882 March Deane final

Chey O. R. 232



Jas F. Jones vs J M + Sarah Ward. In Chy.

This cause came on again this day to be further heard on the papers formerly read in the cause, and the report of Special Commissioner H. J. Morgan dated Dec. 19 1881. and filed in the cause Dec. 22 1881. and was argued by counsel and the said report having been filed more than 10 days before the commencement of the present <sup>term</sup> of the court, and no exceptions being filed to the same. On consideration thereof it is adjudged ordered and decreed that said report of leasing be and the same is hereby confirmed, And said Com. Morgan is directed to proceed to collect the three notes referred to in his said report, as soon as they fall due respectively and that he hold the same subject to the future order of the court. But before proceeding to collect said notes said Morgan is required to execute bond before the clerk of this court with good security in the penalty of \$700.00 with condition to account for all sums of money he may receive by virtue of this decree. And no further action being now necessary in this cause the same is stricken from the docket with leave to the Plff should it become necessary to have the same reinstated on the docket.



James F. Jones

vs { Decr 10/2 final  
J. M. + Sarah Ward

Entered Page 232 + 3

J. A. Hyatt Clerk

Ente

J. A. K.

Mar 30/02



Virginia.

At a Circuit Court Continued, and  
held for Lee County at the Court  
house thereof on Saturday the 2<sup>nd</sup> day  
of April 1881.

James F. Jones

Plff

vs

Sarah & Jonathan Ward

Defts

In Chancery

This cause came on this day to be heard, upon  
the Bill and exhibits filed, and the defendants by their  
attorneys entering their appearance thereto, Commissioner  
James W. Orr is ordered to take and state an  
account showing 1<sup>st</sup> What amount the defendants  
owe the plaintiff, on account of the several transactions  
and matters alleged in the Bill; 2<sup>nd</sup> What is the fair  
rental value of the land sold by D. C. Slump to the  
defendants, and any other matters deemed per-  
tinent by himself, or specially required by  
either party. He will report his action to  
the Court at its next term and the cause is  
continued.

A Copy

Teste L. A. Hyatt

clerk



James F. Jones  
vs 3 Copy Decree  
Sarah & Jonathan Ward  
August 10<sup>th</sup> 1881

Executed by delivering  
an office copy to  
J. M. & Sarah Ward  
on the 9<sup>th</sup> day of Aug  
1881.

F. M. L. S. for  
J. S. Ely S. L. G.



James F. Jones

vs

3

In Chy

Sarah Jonathan Ward

This cause came on this day to be heard upon the bill and exhibits filed and the defendants by their attorney entering their appearance and ~~conceiving that an account will be necessary in the case, the~~ <sup>there to</sup> prosecuting Commissioner James W. Orr is ordered to take & state an account showing 1<sup>st</sup> what amount the defendants owe the plaintiff on account of the several transactions & matters alleged in the bill? 2<sup>nd</sup> what is the fair rental value of the land sold by H. C. Sloop to the defendants, and any other matters deemed pertinent by himself or specially requested by either party. He will report his action to the court at its next term and the cause is continued



James H. Jones  
w<sup>3</sup> Deere

Sarah Jonathan Ward

Centered, Page 167

John C. Orr, d<sup>l</sup>

Euter Hin Deere

In. A. K.

April 2 1881



The contract between James F Jones & myself  
he <sup>said</sup> that he would bring down the Bond &  
note and if I didnt like them he would  
give me back the Bond and be <sup>in</sup> trade he  
wanted me to wait one two three  
years I told him that I couldnt  
wait no longer than H C Slump  
would wait with us further wetings  
per seath and saith not <sup>her</sup> Savy <sup>x</sup> hard  
marke

Subscribed and sworn to before me  
by Sarah Ward. August 11th 1881.

John Biddle J.P.



J. M. Ward to day signed his deposition, and  
was sworn thereto. Aug 23rd / 1881.

James W. Om. Comm.

The depositions of Jonathan M Ward, H. L. Riddle  
& James F Jones. taken before the  
undersigned Commissioner in taking an account  
in the Chancery cause of James F Jones against  
Sarah & Jonathan M Ward, pending in Lee County  
circuit court, the said Jonathan M Ward being a  
witness of lawful age and first duly sworn, de-  
poses and says.

My mother, Sarah Ward & myself and other heirs  
of Wm Ward decd. about October 1871. sold to  
James F Jones certain lands or interests in certain  
lands lying in Lerkey Cove Lee County Virginia  
for the sum of \$700<sup>00</sup>. My Mother went to Mr.  
Jones to see him about the trade, and after her  
return Mr Jones came down and we all  
talked the matter over. Mr Jones wanted us to  
give him one, two & three years time, but my  
Mother insisted we could not wait any longer  
than H. B. Slomp would wait with us on a debt  
he was pressing against us, and to pay which  
we sold the said land. A title bond was  
executed which bears date October 2nd 1871.  
My understanding was that the sale was not on  
time, but that said Jones was to pay Slomp for us  
the amount of his said purchase, or pay to us  
at once, I remember distinctly telling Mr Jones  
we could not wait, and heard my mother tell  
him the same. The said title bond is herewith.



filed as part of this my deposition marked "O"  
The trade was made at the time above mentioned  
and the bond was then left with us, but not sig-  
ned, and was signed soon afterwards, the plain-  
tiff James H. Jones, would not receive the bond un-  
til it was signed by all the parties, which was  
done soon afterwards.

And further this deponent saith not.

G. M. Ward

She said L. J. Riddle another witness of lawful age  
and being first duly sworn, for defendant, <sup>Aug 11<sup>th</sup> 1881</sup> deposes  
and says:-

In conversation with Sarah Ward & her sons about a  
land purchase I had made from them, and which  
I was trying to get settled up, Mrs Ward remarked  
that they had sold some land to James H. Jones &  
had executed their title bond, which Jones had,  
but that he had not yet given his notes for the  
purchase money. I replied, <sup>that</sup> he has not paid you  
for it, to which she replied he had not, and that  
they sold it to him to be paid for in <sup>three</sup> installments  
in one, two & three years. She did not state, nor  
did I ask her, whether or not the notes were to bear  
interest from their dates.

And further this deponent saith not.

L. J. Riddle



James L Jones another witness of lawful age  
and being first duly sworn, <sup>Aug 11<sup>th</sup> 1881,</sup> deposes and says.  
There was a good deal of talk between Sarah  
Ward and myself about the land trade consummated  
between us, in which I was to pay \$700<sup>00</sup>,  
before the trade was finally made; but when  
the trade was made, it was upon these terms,  
I was to give them \$700<sup>00</sup> to become due and  
payable in three <sup>equal</sup> installments, January 1<sup>st</sup> 1872,  
July 1<sup>st</sup> 1873 & July 1<sup>st</sup> 1874, without interest until  
due was my understanding, or intention, and I  
then wrote a bond for the payment of said  
purchase money, and which I wrote according  
to my understanding of the trade, I also wrote  
the title bond filed by J. M. Ward with his dep-  
osition, and gave the <sup>title</sup> bond to Mrs Ward to execute,  
she carried the bond off for that purpose, and it  
was some time before the bond was delivered,  
and was probably left at my house in my ab-  
sence, one of the parties to the <sup>title</sup> bond & interested  
in the land, Wm A Ward, was said to be under age  
at the time of the trade, and I did not wish  
to execute the bond for the purchase money,  
until I saw what he would do about convey-  
ing his title, and the matter was thus delayed,  
<sup>until from some cause or other,</sup>  
~~and~~ said purchase money bond never was signed  
or delivered, but the trade was otherwise fully  
consummated and I went into possession of the land.



The said purchase money handwritten by me as before stated, is herewith filed as part of this my deposition marked "O" O"

It was agreed between us in the trade, that any claims or debts I had against said ~~Wards~~ was to be credited on said <sup>\$700<sup>00</sup></sup> purchase money, and any sums I could settle or pay to Henry C. Slomp on a debt he had against them for land, was to be likewise credited on said <sup>\$700<sup>00</sup></sup> purchase money. The said Slomp was at that time, or soon after, proceeding to collect his said debt by legal proceedings, and I signed a forthcoming bond as security for said Wards to said Slomp, and finally paid considerable money to said Slomp for said Wards, on my said purchase money and as security as before stated.

Jonathan M. Ward was not present when the trade between his mother and myself was made.

James F. Jones

The foregoing depositions of Jonathan M. Ward, F. L. Riddle & James F. Jones were taken subscribed and sworn to before me at the time and place and for the purposes in the caption mentioned, on the 10th 11th & 12th days of August 1881, in taking an account, except the deposition of Jonathan M. Ward, which he failed to sign or swear to, having left without doing so. I suppose without thinking of it. Given under my hand Aug. 12th 1881.

James W. Orr, Com.

Depositions  
X.



The deposition of J. A. G. Hyatt taken before the undersigned Commissioner, in taking an account in the chancery cause of James A Jones against Sarah & Jonathon M Ward, on the 12th day of Aug 1881. The said Hyatt a witness of lawful age and being first duly sworn, deposes and says,

I am very well acquainted with the lands sold by H. C. Slump to Jonathon M. & Sarah Ward, lying in Turkey Grove, Lee county Virginia, having lived near said land for several years, and am of opinion that One hundred and twenty five dollars is a fair annual rental value of said land. And further this deponent saith not.

J. A. G. Hyatt

The foregoing deposition of J. A. G. Hyatt was taken, sworn to and subscribed before me, at the time and place, and for the purposes in the caption mentioned. Given under my hand. Aug 12th 1881.

James W Orr. Commr.

John Riddle another witness of lawful age, and being first duly sworn, deposes and says, I am of opinion that the land sold by H. C. Slump to Sarah Ward & others would rent for at least one hundred & twenty five dollars per annum. And further this deponent saith not.

John Riddle



The foregoing depositions of John Riddle v. J. A. G.  
Hyatt were taken subscribed and sworn to  
before me at the time and place, and for the  
purposes in the caption mentioned.

Given under my hand. Aug 12th 1871.

James W. Orr, Court.

James H. Jones  
vs. J. A. G. Hyatt  
J. W. Riddle

J



James H Jones

Pltff

In Chancery.

against

Sarah & Jonathan M Ward. Defts

The undersigned who was appointed a commissioner in this cause at the March term 1881. and directed to take & state an account showing what amount the defendants owe the plaintiff and what is the fair rental value of the land sold by H. C. Slomp to the defendants, respectfully reports.

That after giving notice to the parties interested I proceeded on the 10<sup>th</sup> 11<sup>th</sup> & 12<sup>th</sup> days of August 1881, to execute said decree. In stating the account between the parties in reference to the several transactions & matters alleged in the bill, I found that the only difference between the parties was as to whether the plaintiff was to pay interest on his land purchase from the defendants from the date of said purchase, Oct 2<sup>nd</sup> 1871, or from Jan'y 1<sup>st</sup> 1872, Jan'y 1<sup>st</sup> 1873 & Jan'y 1<sup>st</sup> 1874, on equal installments.

And to ascertain if I could what was the trade between the parties I took the deposition of Jonathan M Ward but he (inadvertently I suppose) went off without signing or swearing to said deposition, and by agreement of the parties the sworn statement of Deft Sarah Ward was then taken before John Riddle a Justice of the Peace, at her home, she not being able to conveniently come to Jonesville, and is to be evidence in the cause. She states she



did not sell on any longer time than H. C. Blum  
would give them on a debt he was pressing for  
and says Mr Jones wanted her to wait one, two or three  
years, but that she told him she could not wait  
any longer than as above stated. The plaintiff  
took F. T. Riddles deposition in which he states  
he heard Mrs Ward say she was to wait one, two &  
three years, but says she did not state nor did  
he ask her, whether the notes were to bear interest  
from their dates. I then took the deposition of  
the plaintiff in which he states the purchase mon-  
ey was to be paid in three equal installments Jan-  
1st 1872, 1873 + 1874, without interest until due was  
his understanding, or intention, and that he then  
wrote a bond for the payment of said purchase  
money, according to his understanding of the contract,  
and that he also wrote a title bond which was  
afterwards signed by the parties and delivered  
to him, or left at his house for him. The said bond  
for the purchase money Mr Jones files as part  
of his deposition. The said title bond J. M. Ward  
attempts to file as part of his deposition, but as  
his deposition was not completed, I now file  
said Title bond herewith as part of my report  
marked "D". The bond for the purchase money  
it will be seen is a blank having never been ex-  
ecuted or delivered, had it been, in its present form  
and effect it would have been binding and con-



closure and would have settled this question at once in favor of the plaintiff, but as it never was completed I can't see that it is of much importance except perhaps to refresh Mr Jones memory. but as he does not remember distinctly the contract but only states his understanding or intention, I am of opinion the title bond written by Mr. Jones, in which the obligors therein, are bound, in case the bond is not fully complied with, to refund to said Jones his purchase money with interest thereon from the date of said bond, & the fact that the purchaser went at once into possession, turns the scale in favor of the defendants upon the question of interest, and I have in this view of the case prepared a statement herewith filed marked "G" showing in the matter of account between the parties the sum of \$306.41 due the plaintiff as of January 22<sup>nd</sup> 1881. But in order that, should I be wrong, your Honor can readily correct me, I have prepared another statement of the account between the parties, herewith filed marked "H", to meet the view of the case held by the plaintiff, showing the sum of \$383.80 due the plaintiff from defendants as of Jan'y 22<sup>nd</sup> 1881.

The foregoing depositions are herewith filed marked "K". I have taken the depositions of John Riddle & J. A. G. Hyatt herewith filed, marked "L", and these Gentlemen fix the rental value of the land sold by H. B. Slump to Sarah & Jonathan M. Ward



James H Jones  
vs Cour Orrs report.

Jonathan M Ward et als  
Filed Aug' 12th 1881.

J. A. G. Hyatt  
clerk

Courrs fee \$6.00

at \$125.00 per annum.

Receiv'd fully & without cost.

James M Orr, Cour.



James F. Jones

vs.

J. M. + Sarah Ward

Plff.

Defts.

In Chancery.

To the Hon John A. Kelly Judge of the Circuit Court of Lee County Va.

After giving such notice as is shown by a paper herewith filed marked (A B) I proceeded on the 19<sup>th</sup> day of Decr. 1881 that being county court day to rent or lease to the highest bidder the land in the bill mentioned for the shortest space of time that the same would yield the sum of \$370.04 that being the amount of the debt and costs down to said 19<sup>th</sup> day of Decr. 1881. When the defendant Jonathan M. Ward offered to pay said debt and costs for the use of said land for the term of three years from this day, and that being the best and shortest space of time offered he became the lessee thereof for said three years at said sum of \$370.04 and he thereupon paid me the costs of suit and making sale amounting to the sum of \$46.83 which left the sum of \$323.21 as the debt due the Plff. and the said J. M. Ward with William A. Ward and John A. S. Hyatt his securities executed to me as cos. three several bonds for \$107.73 2/3 each with interest from date payable in one two and three years. which bonds are herewith filed marked (A B) I regard this as a good renting, and think the same ought to be confirmed.

At the end of this report will be found a Tabular Statement showing how I have disposed of said \$46.83 and for these disbursements beyond the sums returned in my own



hence I file herewith receipts therefor marked as in the margin 1. 2, 3.

All which is respectfully submitted

Henry J. Morgan Special Comr.

Decr 19<sup>th</sup> 1881.

Cash received for costs of Dist. and Sale this sum \$46.83

Retained in my own hands attorneys fee of \$15.00

" " " " Commission 16.07

1 Paid J. W. Orr. late clerk. 4.95

2 " Same Comr. fee for account. 6.00

3 " J. A. G. Hyatt present clerk 1.31

4 " " Same for estimated cost. 2.50

5 " Sheriff for serving writ 1.00 \$46.83

H. J. Morgan Comr.

James F. Jones.

Comr. Report of Cessing

Wm + Sarah Ward

Filed Decr. 22<sup>nd</sup> 1881

J. A. G. Hyatt cler.



Received of H. J. Morgan Comr. in the Chancery  
Cause of James H. Jones against Sarah & J. M. Ward  
Ten dollars & Ninety five cents my fees as clerk &  
Commissioner in said cause. Decr 22nd 1881.

Clerk \$4.95-

Comr. 6.00  
\$10.95-

James W Orr



No 1. + 2



\$3.81. Received of St. J. Morgan Court, in a  
Chancery cause of James F. Jones vs J. M  
+ Sarah Word, \$1.31 the fees due me in said  
Cause + \$2.50 Estimated costs for future  
work in said cause, making \$ 3.81 cents  
this 19<sup>th</sup> Decr, 1881.

J. A. Hyatt  
Clerk



For Bills  
J. Abbott  
No. 81

No. 3 + 4.



\$1.00

Received of Henry J. Morgan comr  
in the Chancery cause of James L. Jones  
against J. M. & Sarah Wood one  
Dollar, my fees as sheriff Dec. 22 1881  
James L. Jones D.



J. Miles  
Free Bill

5-



# Notice

James F. Jones Pff }  
vs. } In Chancery  
Sarah & Mrs. Ward Dfts }

As directed by a decree of the Circuit Court of Lee county rendered in the above styled cause at the last Term of said court. I will proceed at the Court house of said county on the first day of the Dec. County Court 1881. to rent out to the highest bidder at public outcry the land in the bill and proceedings mentioned for the shortest space of time that will yield the sum of \$370.04 as shown in the annexed Tabular Statement, At this leasing \$46.83 will be required to be paid in cash to pay costs of suit and commission, and as to the residue, one two and three years credit will be given with interest from day of leasing, and the lessee will be required to give bond with approved security for the deferred payments

This land lies in the Turkey Cove is rich & productive & is the same on which the distilleries and was purchased by them from H. B. Blumpe & wife, and some 40 or 45 acres thereof is suitable for cultivation

Henry J. Morgan Comr.

Nov. 20th 1881

Due the Pff from Dfts Jan'y 22 1881. \$306.41.

Interest on same to Dec. 19 1881. 16.80

Add for costs of suit 30.76

" " Commission 16.07  
370.04

H. J. Morgan Comr.

32321

107.73 1/2



(AB)



James F. Jones      Peff }  
vs. } In Chancery  
J. M. + Sarah Ward, Defts }

To the Hon John A. Kelly Judge of the circuit  
Court of Lee County.

The above styled cause was lately brought in to be heard with the cause of G. B. & H. Goss Executors &c. vs. James F. Jones & the other causes heard therein when a decree was rendered in favor of J. F. Jones against J. M. & Sarah Ward for the debt referred by Comt. Or, and the undersigned was appointed a Comt. to rent out said Ward's land for the debt and costs of suit, but by the same decree the undersigned was directed to hold the money subject to the future order of the court to be made in the cause of the Gosses vs Jones & the other causes heard therein.

At a subsequent time said lands were rented for a sum sufficient to pay said debt and costs on a credit of one two & three years except as to costs which was paid down and bonds and security given for said debt. all which was duly reported afterward & confirmed & the above styled cause stricken from the docket.

On the 26<sup>th</sup> day of Feb. 1883 Jm Ward the lessee of  
said land paid me the sum of \$90.00 on the first  
installment of the debt due J. F. Jones which is now  
in my hands awaiting your Honors direction in  
the premises

Respectfully submitted

Respectfully Submitted  
Henry J. Morgan  
March 29/83



James F. Jones

107 } Const. report No. 1 of money  
collected.

J. M. + Sarah Ward

Filed March 30, 1883

J. A. G. Hyatt  
Clerk



Know all men by these presents  
that we Sarah Ward Jonathan M Ward  
A H Spear & William A Ward all of the  
County of Lee & State of Virginia are held &  
firmly bound unto James F Jones of the  
County & State aforesaid in the penal sum  
of Fourteen Hundred Dollars Lawfull  
Money of the United States Which  
payment well and truly to be made  
we bind our selves. Heir Executors and  
Administrators firmly by these presents  
sealed with our seals & dated this the  
second day of October 1871 - - -

The Condition of the above obligation are  
such that whereas the above bound parties  
of the first. them or their Heir shall make  
or cause to be made unto James F Jones. a  
good & sufficient title in fee simple to  
all of their undivided interest in the bowery  
lands formerly owned & occupied by Mary Jones  
deceased which they are now or may be entitled  
to either by Heirship purchase or any other way  
That is to say one twelfth of the entire bowery  
also one seventh of one twelfth of said bowery  
perchased of Jonathan F Jones by William Ward  
deceased. also one seventh of one twelfth of  
said bowery which said William Ward obtained  
by purchase from Ranron Russell & wife all  
of which was willed by William Ward senior to  
William A Ward Junior. also two other tracts  
tracts or parcels of lands situated in the  
County and State aforesaid lying on the north



Side of: <sup>(-bridge)</sup> Wallens it being the same land that  
was purchased by William Ward from Jonathan  
J. Jones & laid off to said Ward by the Commis-  
sioners appointed to make partition of the Lands  
amongst the heirs of Stephen Jones deceased.  
First tract lying adjoining Williamson Coomers  
Land containing four acres one half and thirty  
rise poles more or less Bounded as follows to wit  
Beginning on a bunch of Lynns or Lynns  
sprouts Corner to Aaron Collier deceased Lands  
thence S 34 W 46 poles to a mulberry post and two  
young Black Locusts Corner to Haberns Heirs Lot of  
Land now owned by James J. Jones in a line of a lot  
of Land formerly owned by Jacob M. Jones now  
owned by said James J. Jones & with the line of  
the same S. 27 1/2 E. 4 poles to a young Sassafras  
& a young Black locust Shout Corner to said Coomers  
Land & with Coomers line N. 61 E 72 poles to a stake  
on said line N. 86. W 35 poles to the Beginning  
= second tract on said Bridge it being a part of  
a tract of Land beled to Stephen Jones by John  
Brake & Bounded by the several lines of Mary  
Jones & Perry Coomer Heirs supposed to be three  
acres = It is mutually agreed amongst the several  
above named parties that said James J. Jones is to  
have full possession of all of the above describe  
tracts or parcels of Land at the date of this Bond  
now iff the above bound parties complies with  
bond in every respects by making a full Conveyance  
to the above describe Lands in one month from this  
date October the 2<sup>nd</sup> 1871 & William A. Ward Jr  
Complies by making a full Conveyance of his whole

interest said Lands when he arrives to the age  
of twenty one years: in case that William A.  
Ward Jr does not convey his whole interest  
to the above describe lots & tracts of Land when he  
arrives to twenty one years of age then the above  
named Sarah Ward Jonathan M. Ward and  
A. H. Speer Bind themselves & co. to pay  
James J. Jones the full amount of the purchase  
money with interest from this date Oct 2<sup>nd</sup> 1871  
iff all of the above named parties fully comply  
according to this Contract against the above describe  
things then this obligation shall be null & void  
otherwise it is remain in full force on  
virtue at Law signed in the presence of  
this the afore said second day of October 1871

Teste:  
John A. G. Hyatt  
Elkanah Parsons.

Sarah Ward Real  
William A. Ward Real  
J. M. Ward Real  
A. H. Speer, Real



Samuel

Darah Ward  
& Others Bond  
J H Jones

J



James F Jones.

In account with Jonathan M Wards et als		Dr	
To purchase money for land, Oct 2nd 1871.			\$700.00
By wheat about the time of said land sale			45.00
Balance Oct 2nd 1871.			655.00
Interest thereon to Mar 4th 1872.			16.40
Pr & Int Mar 4th 1872.			671.40
X 1.	By bal of Sarah Wards note to Jones due Mar 4th 1872		309.95
X 2.	" A. H. Spears note to Jones due Mar 4th 1872.		27.95
X 3	" Sarah Wards " " Same due " " "	1.62	337.52
Balance Mar 4th 1872.			331.88
Interest thereon to Oct 14th 1875.			71.90
Pr & Int Oct 14th 1875.			403.78
X 4.	By amt paid C. L. Hamilton late Shiff for H. B. Slomp		380.10
Balance Oct 14th 1875.			23.68
Interest thereon to July 18th 1876.			.37
Pr & Int July 18th 1876.			24.05
X 5.	By this sum paid Patrick Hagan for H. B. Slomp Jan 18th 1876.		166.13
Overpaid by Jones July 18th 1876.			142.04
Interest thereon to Feb 8th 1877.			9.00
Pr & Int Feb 8th 1877.			151.08
X 6.	To amt received from Wards Feb 8th 1877.		81.00
Bal Feb 8th 1877.			70.08
X 7.	By amt paid H. B. Slomp Aug 25th 1875 & Int		148.00
Interest thereon to Feb 8th 1877			12.90
X 8.	" amt paid Same Sept 16th 1876.		86.32
Interest thereon to Feb 8th 1877.			2.05
Pr & Int. Feb 8th 1877.			319.35



	Pr & Int Feb 8" 1877.	\$319.35
	Interest on \$304.40 the Pr to Sept 19" 1878.	29.46
	Pr & Int Sept 19" 1878.	348.81
x 9.	By this sum paid Jones Sept 19" 1878.	25.32
	Bal Sept 19" 1878.	323.49
	Int on \$304.40 the above Pr to Jan 29" 1879	6.60
	Pr & Int Jan 29" 1879.	330.09
x 10.	To amt received from Wards Jan 29" 1879	35.38
	Bal Jan 29" 1879.	294.71
	Int thereon to Jan 22" 1881.	35.02
	Pr & Int Jan 22" 1881.	329.73
x 11.	To amt received from Wards Jan 22" 1881.	23.32
	Balance due Jones " " "	\$306.41

CS

James F Jones  
 Statement of acct  
 J. M. Ward et al.



James I Jones.

		Dr
In account with Jonathan M Wards et als		
To 1st installment of land purchase money due Jan'y 1/72		\$233.33 $\frac{1}{3}$
By wheat about this date paid H. C. Slemp		45.00
Bal Jan'y 1st 1872.		188.33
Interest thereon to Apr 4th 1872.		1.97
Pr & Int Apr 4th 1872		190.30
By bal of Sarah Wards note to Jones due Apr 4th 1872.	309.95	
" A. H. Spears " " Same " " " "	27.95	
" Sarah Wards " " Same " " " "	1.62	
Balance due Jones Apr 4th 1872.	149.22	
To 2nd installment for land due Jan'y 1st 1873.		233.33 $\frac{1}{3}$
Interest on above bal to " " "	7.38	156.61
Bal " " "		76.73
Interest on bal to Jan'y 1st 1874		4.60
To 3rd installment of land purchase, due Jan'y 1st 1874		233.33
Pr & Int Jan'y 1st 1874.		314.66
Interest on \$310.06 Pr to Aug 25th 1875.		30.70
		345.36
By amt paid H. C. Slemp for Wards Aug 25th 1875	148.00	148.00
Bal " " "		197.36
Interest thereon to Oct 14th 1875.		1.62
Pr & Int Oct 14th 1875		198.98
By amt paid B. L. Hamblen Shff for H. C. Slemp	380.10	
Bal due Jones Oct 14th 1875.	181.12	
Interest thereon to Jan'y 18th 1876.	2.83	
	183.95	
By amt paid P. Hagard for H. C. Slemp Jan'y 18th 1876.	166.13	
Pr & Int " " "	358.08	



Am't Pr & Int due Jones Jan'y 18" 1876.	\$ 350.08
By amt paid H. C. Clemp Sept 16" 1876.	86.32
Interest on \$350.08 to Sept 16" 1876.	13.70
Pr & Int Sept 16" 1876.	450.30
Interest on the Pr \$433.57 to Feb 8" 1877.	10.30
Pr & Int " " "	460.60
To amt received from Wards " " "	81.00
Bal Pr & Int " " "	379.60
Interest thereon to Sept 19" 1878.	36.75
	416.35
To amt received from Wards Sept 19" 1878.	25.32
Bal " " "	391.03
Interest thereon to Jan'y 29th 1879.	8.22
	399.25
To amt received from Wards Jan'y 29th 1879.	35.38
Bal. " " "	363.87
Interest thereon to Jan'y 22nd 1881.	43.25
	\$ 407.12
To amt received from Wards Jan'y 22" 1881.	23.32
Balance due Jones " " "	\$ 383.80



James F Jones  
vs Statement of acct  
J. M. Ward et al's

A



Vouchers &c  
in account  
between Jas H  
Jones & Wards.

All Available Text Successfully Captured



1.13  
 1.16  


---

 \$ 5.00 Morgan  
 2.90 Orr  


---

 8.40

Orr 6/ 2.90  
~~2.50~~  
 S 1.00  


---

 \$ 3.90

All Available Text Successfully Captured



#322-45 Twelve months after  
date we or either of us promise to  
pay James H Jones administrator  
of Mary Jones Three Hundred and  
Twenty Two Dollars and forty five  
cents Lawfull money of the United  
States for the payment of said sum  
of money we hereby waive the  
benefit of all exemptions under  
the Homestead Law of U<sup>s</sup> as to this  
part for value received of him  
Witness our hands & seals  
March the 4<sup>th</sup> 1871

Test

Sarah Wood Seal  
J. M. <sup>mark</sup> Seal  
Williamson <sup>his</sup> Coome Seal  
mark



On the within note twelve dollars  
9 sixty cents on the account of the Sack  
of the Corn bought at the sale March 4<sup>th</sup>  
the 4<sup>th</sup> 1871

X 1.

Spends for  
Corns

note #32245

due March 4<sup>th</sup> 1872

J. F. Jones



\$27.95 Twelve months after date we or either of us  
promise to pay James Jones Advers of Mary Jones  
deceased Twenty seven \_\_\_\_\_ dollars  
and ninety five cents for the payment of said  
sum of money we hereby waives the benefit of all  
exemptions under the home stead law of Virginia  
as to this debt for value Received. Witness  
our hands and seals this March 4, 1871

J. H. Spears (Seal)  
J. M. Wren (Seal)



Specimen, tiller  
note of 27.95  
Luedtke 4.1872  
J. H. Green

X  
22



\$ 1.62

Wherefore when the after state we or either  
of us promise to pay James H Jones sum  
of Mary Jones deceased One dollar  
and Sixty two Cts for the payment of said  
sum of money we hereby waive the benefit of all  
exemption under the homestead law of Virginia  
as to this debt for value received witness our  
hands and seals this March the 4<sup>th</sup> 1871

Sarah <sup>her</sup> Ward Seal  
J. M. <sup>mar</sup> Ward Seal



Barak  
J. H. W. G. W.  
To note of 162  
due March 1872

J. H. Jones

X 3.



Rec'd this, 14th, day of October 1875 of James  
F. Jones, security for Jonathan M. and Sarah  
Ward, the amount of three hundred & eighty  
dollars & ten cents, on an execution in favor  
of <sup>H. C. Slomp</sup> against  
said Ward & said Ward & said Jones  
as their security in a forth. coming bond to  
secure the full amount of said execution

B. L. Hamblen  
Lot Sheriff



C Hamblin

To ~~Lot~~

Receipt

380-10

X

4



Rec<sup>d</sup> Jan<sup>y</sup> 18<sup>th</sup> 1876 of James H Jones  
One hundred and six six dollars  
& 13<sup>cts</sup> which has been paid by him  
for J M & Sarah Woods. The same  
being the balance in full of two  
hundred and fifteen dollars which  
was assigned me by H C Shimp in  
a deed in favor of said Shimp  
against the said Woods. The said  
sum of two hundred & fifteen dollars  
have interest from Dec<sup>r</sup> 1<sup>st</sup> 1874, and  
upon this sum J M Woods paid me  
sixty dollars on the 26<sup>th</sup> of March  
1875, for which a receipt was given.  
And the said \$106<sup>13</sup> is the balance due  
per calculation from said Woods. - This sum  
paid me by said Jones is included in a draft  
on H C Shimp. -

Patrick Hogan



X 5 -

P. Hagan  
to { Receipt to  
John for Mass

Patrick Hagan  
to { Receipt for  
for H Jones for  
J m & Words

---



January the 29<sup>th</sup> 1879  
Received of Jonathan C Ward  
one hundred and sixteen dollars  
eighty one dollars of the above  
amount carries its interest from the  
3<sup>th</sup> of February 1877. & the remainder  
of the above amount which is thirty  
five dollars & 38 cts is to carry its  
interest from this date which I am  
to account to Ward on a settlement  
of what I paid for said work  
to Henry C. Blinn & others

January the 29<sup>th</sup> 1879  
James Y. Jones



X 6.

X 10.



Recd. Sept. 16. 1876 of James F. Jones the  
Balance in full of a Judgment on a  
forth coming bond being for the amount  
of \$832.45 with interest thereon from the  
25. of Sept. 1873 which bond and judgment  
was in my favor against J. M. and Sarah  
Ward and the said James F. Jones being  
their security in said bond including  
costs of the same which balance has been  
settled as follows to wit: \$148.00 paid  
August 26. 1875 - by a credit to me on a paper  
on a claim of said James F. Jones against  
me and \$86.32 paid as of this date  
Given under my hand this Sept. 16. 1876

A. C. Sloop



H. C. Slessor

To Receipt

239.32

L. F. Jones

XX  
XX



Sept 19<sup>th</sup> 1878

Received of J. M. Ward twenty five  
Dollars & 32 which I am to account  
to said Ward settlement of H. C. Sten  
matters which said Jones paid for me

J. Jones



x 7.



Received of J. M. Ward <sup>Three</sup> Twenty dollars &  
Thirty two cents which I am to account to him  
for on a settlement of which is yet to be made  
in regard to money paid by me to H. C. Smith  
& also Jan. the 22<sup>nd</sup> 1851

J. H. Jones



X 11.



I Bind my self Heirs & co to make to  
Sarah Ward Jonathan M Ward William  
A Ward & Adam H Speer the following  
payments Two Hundred and thirty three  $\frac{2}{3}$   
Cents by the 1<sup>st</sup> day of January 1872 Two Hundred  
& thirty three

I Bind my self Heirs & co <sup>pay</sup> to Sarah Ward  
Jonathan M Ward William A Ward Jr &  
Adam H Speer the following payments  
Two Hundred & thirty three dollars & thirty  
three & two thirds cents by the 1<sup>st</sup> day of Jan  
1872. also two Hundred & thirty three dol  
& thirty three ~~three~~  $\frac{2}{3}$  cents by the 1<sup>st</sup> day of Jan  
uary 1873 also two Hundred & thirty three  
dollars & thirty three  $\frac{2}{3}$  ct by the 1<sup>st</sup> day of  
January 1874 in Green Back. Currancy  
it is mutually agreed between the parties that  
any ~~claim~~ that I can settle with Henry  
Simp. or any claim that I may have  
against the above named parties shall  
be a legal offset against this note for the  
value received of them in Land witness  
my hand and seal this the day of  
1871.

Geo



Borak Ward & oth note

due march the 4<sup>th</sup> 1872

wards note 4 - 1872

wheat by Clint & Shinn Ward 47<sup>Bos</sup>

Spens note of 27.95 due March 1872

in on same 11 mts to Feb 4. 1873

I won 5 by you

222.45<sup>3</sup>-

162

224.87<sup>13</sup>

4700

of 27.107

2795-

399.82

1955-

of 4 18.57

6.10

of 4 2467

60.48  
66  
4  
4  
6  
871

00

822.45-

184.57  
13.46  
378.61  
531.94

238.33  
41.46  
81.4

46.98  
43.16  
1141

47.6m March 4. 1872  
222.45



J. F. Jones.

To Jonathan M Word & others

Dr.

1872.	To amt of 1 <sup>st</sup> note for land due Jan 1 <sup>st</sup> 1872	233.33 $\frac{1}{2}$ .
Jan 1	Per By 47. bu White point to Slump. \$45.00 bu	47.00.
	" Bygate note to March 4 <sup>th</sup> 1872.	186.33 $\frac{1}{2}$
		290.2
	Per By A H Spars note due March 4 <sup>th</sup> 1872.	189.24
		27.95
	" " Sarah Words " " " " "	161.29
		1.62
	To interest on same to 1 <sup>st</sup> Jan 1873.	159.67
		8.18
	" 2 <sup>nd</sup> installment due 1 <sup>st</sup> Jan 1873	233.33.
	Amt due on 1 <sup>st</sup> & 2 <sup>nd</sup> payments Jan 1 <sup>st</sup> 73.	401.18
	Deduct note due 4 <sup>th</sup> March 1872. x	322.45
	Interest on same to 1 <sup>st</sup> Jan 1873.	13.55
	Add credit on note	336.00 +
		65.18
		12.60
	Interest on same to 14 Oct 1873.	77.78
		13.02
	3 <sup>rd</sup> installment due 1 <sup>st</sup> Jan 1874	233.33 $\frac{1}{2}$ +
	Interest on same to 14 <sup>th</sup> Oct 1875.	25.08 $\frac{1}{2}$
	Total due Oct 14 <sup>th</sup> 1875	349.22
	Deduct amt paid Slump.	380.10 +
	Amt due Jones. Oct 14 <sup>th</sup> 1875	30.88
	Interest on same to Jan 29 <sup>th</sup> 1878	4.24
	To This sum paid Hagan for Words.	166.13
	Interest on same to Jan 29 <sup>th</sup> 1878.	16.93
	Total due Jones Jan 29 1878	218.18
1878	Deduct amt paid him by Words.	116.00
Jan 29	Bal due Jones. Jan 29 <sup>th</sup> 1878	102.18
	Interest on same to Feb 13 1879.	6.38
		108.56
	Total due Jones Feb 13 <sup>th</sup> 1879.	
	Deduct sum paid by Words Feb 13 1879.	25.72
		82.84
	Bal due Jones Feb 13 1879.	1.60
	Interest to June 20 <sup>th</sup> 1879	
	This sum paid H. C. Slump for Words Aug 28 <sup>th</sup> 1875	148.00 +
	Int on same to June 20 <sup>th</sup> 1879	34.04
	By This sum paid Slump Sept 16. 76.	86.32
	Int on this sum to June 20 <sup>th</sup> 1879	14.14
	Bal due Jones June 20 <sup>th</sup> 1879.	366.94

300.00  
22.60  
78.40

1881.



Lumkins  
Calcutta

of Wards Dept  
1879

(1)



James F. Jones      Peff  
 vs.      } In Chq  
 Sarah & J. M. Ward      Defts

The Peff excepts to the action of Court. Ort in charging him with interest on \$700.00 the purchase price of the land from the 2nd day of Oct 1871. as shown in Exhibit (G.) filed as part of said Ors report in the cause, and he insists that the account is properly stated and shown by said Court. Ort in exhibit (H.) with said report, and in support of this view, he refers <sup>Heretofore</sup> again to the depositions of Sarah Ward, J. F. Jones, F. J. Reindle and paper I. filed with said report.

Jas F. Jones by his counsel  
 Ayres & Morgan.



James F. Jones

is } Exception

S. J. M. Ward



# THE COMMONWEALTH OF VIRGINIA,

TO THE SHERIFF OF LEE COUNTY—GREETING,

We Command you to Summon

*M. Ward*

*Sarah Ward + Jonathan*

To appear at the Clerk's Office of the Circuit Court of Lee county, at the Court-House, on the first Monday in *Nov.*  
next, being rule, to answer a bill in Chancery, exhibited in our said Court against *them* by

*James F. Jones*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this *11<sup>th</sup>* day  
of *Oct.* 18*80*, in the 10<sup>*5*</sup>th year of the Commonwealth.

*J. R. Stodley* Clerk.



<sup>pt & m</sup>  
Jas. F. Jones

D.S. { Sps in chy

Sarah & Jonathan  
M. Ward

Nov. Rules 1858

Executed by de-  
livering a Copy of  
the within Sps to  
each of defendants.

J. Miles D.S.  
for S & Ely S.C.